

ASHIMBA TARIO, Former Executive Director, WUCI

ASHIMBA TARIO aka CARL JONES, former Executive Director of Uhuru Communications, Inc. was interviewed on May 6, 1988, at the Broome County Jail in Binghamton, New York where he was incarcerated on weapons and narcotics charges. In response to questions asked he stated the following:

1. He was formerly the Executive Director of WUCI. [REDACTED] who is his wife was the Business Manager and Grants Coordinator. [REDACTED] was the Chief Engineer.
2. [REDACTED] and he controlled the finances for the radio station. However, only he and [REDACTED] had check writing authority. [REDACTED] helped with the equipment bids and purchases
3. WUCI received a federal grant to purchase and install broadcasting equipment.
4. The grant money was received in two installments; the first check was in the amount of \$20,000 while the second check was approximately \$35,000. The checks were deposited into a general checking account at Binghamton Savings Bank. Federal money was intermingled with other funds in this account. A special account was not maintained for the federal monies. When equipment was purchased, a check was drawn on the general account, and a notation was made on either the check or check stub indicating equipment purchased with federal money.
5. Some equipment had been purchased prior to the receipt of the federal funds, with money from other sources, which would be reimbursed when federal money was received. However, with cost overruns, this could not be done. This was the reason Northeast Broadcast Labs was not paid.
6. During ANDERSON'S visit, she saw some equipment not purchased with federal funds, an encoder/decoder, console board, and production board. She was not told this during her visit. He could not remember which board members were present.
7. The console board was purchased from WHRW for \$500. WUCI still owes WHRW \$500. The production board was a rental from McNeal's a local business, and the encoder/decoder was on loan to WUCI from WHRW.

8. The production board purchased with federal funds costing approximately \$4,000, was stolen prior to ANDERSON's visit. TARIQ stated he contacted ANDERSON after her visit and told her about the theft [REDACTED] a disc jockey, took the board because [REDACTED] was in the production room around the time the board was stolen.
9. According to rumors [REDACTED] took the board because TARIQ owed [REDACTED] money. TARIQ stated he did not owe [REDACTED]

[REDACTED], Senior Parole Officer, Division of Parole

[REDACTED], Senior Parole Officer, State of New York, Division of Parole, Binghamton, New York was interviewed on May 5, 1988. [REDACTED] provided substantively the following information:

- b6/b7c
1. TARIQ's case had been recently transferred to [REDACTED] office. TARIQ was a parole absconder from the Bronx, New York parole office who had been recently arrested for possession of narcotics and the illegal possession of a weapon.
  2. [REDACTED] provided copies of TARIQ's criminal history records, police reports and various newspaper articles.

As a result of an NCIC check, the following was discovered. TARIQ has an extensive criminal background with charges and convictions ranging from petty theft and forgery, to kidnapping, armed robbery, and possession of narcotics. Since his parole from Attica Correctional Facility on February 21, 1979, where he was serving a 10 year sentence for armed robbery, he has been charged and convicted of petty larceny, possession of narcotics, and criminal possession of a weapon. He is currently serving a two to six year sentence at the Wende Correctional Center in Alden, New York, after pleading guilty to weapons and narcotics charges.

According to a series of news articles it was alleged that TARIQ was selling cocaine to raise money to pay off the debts of the radio station. TARIQ however denied these allegations.

#### WUCI INSPECTION

WUCI board members were given the opportunity to meet with [REDACTED] former Business Manager and Grants Coordinator. On June 18, 1988, Special Agent [REDACTED] DOC, and Special Agent [REDACTED] FBI inspected the radio station. JOANN ANDERSON NTIA, Program Officer, was not able to attend because of insufficient travel funds within NTIA.

During the inspection S/A's [REDACTED] and [REDACTED] attempted to secure all available documentation and obtain any identifying information from the equipment. Though little documentation was provided we were able to obtain serial numbers brand names and/or model numbers for some of the equipment. However, without sufficient documentation and NTIA personnel present to assist in the identification of the equipment, all the equipment could not be identified.

[REDACTED] Chief Engineer, was present during the inspection, and made the following statements in reference to the approved equipment list (Exhibit B):

- b6/b7c
1. The Phelps Dodge Antenna was not purchased. A different model was purchased from Northeast Broadcast Labs. Northeast is still owed approximately \$8,000.
  2. The QEI 1000 watt transmitter was not purchased. A CSI 1200 watt transmitter was purchased from [REDACTED] of Quality Broadcasting.
  3. The Mosely Composite STL System was not purchased. A different model was purchased from Quality Broadcasting.
  4. The thermostat was not purchased. A radome was purchased instead.
  5. The transmission line was also purchased from Quality Broadcasting.
  6. The hanger and other miscellaneous parts were purchased from Francisco Towers.
  7. The Atari Tape Recorder was never purchased.
  8. The Ramsa 8 - Channel Mixing Console in the broadcasting room was stolen sometime in 1987.
  9. The Belar Frequency and Modulation Monitor, Stereo Monitor/Pick Up Antenna, and RF Amplifier were never purchased.
  10. The Stereo Preamps were purchased used.
  11. The Yagi Antenna was donated by [REDACTED]
  12. The Moseley Remote Control System was not purchased. A different model was purchased.
  13. McMartin EBS Equipment was not purchased. A different model was purchased.

14. The Russco Telephone Coupler was not purchased. A Perkins Telephone System was purchased.

15. Two turntables, plus \$500, were traded to WHRW for a mixing console. The turntables were ordered for WHRW, when the order was placed.

After the WUCI inspection on 6/8/88, an equipment list and documentation from equipment vendors was forwarded to Anderson. Per her analysis, dated October 3, 1988, her comments are summarized as follows:

1. The Ramsa Mixing Console was the only console authorized per the grant, however it was not the console in the studio during her visit. She did not know if the Collins Console or the Harper Television Workshop Console were the ones she saw during her visit.
2. Though four Technic Turntables were purchased, only two were allowed per the grant.
3. No authority was given for the purchase of used equipment.
4. The wall chart, building, lumber, and truck rental were not eligible items per the grant.
5. The Perkins Telephone System would be eligible if it were used for remote control.
6. Electrical installation would be eligible if the installation was for approved equipment.
7. A news monitor was not allowed per the original grant.
8. All other equipment purchases from Quality Broadcast Equipment, Broadcast Supply West, and Northeast Broadcast Labs were eligible for grant purposes.

Following the inspection, WUCI financial records were subpoenaed. Equipment vendors and private contractors were also contacted and asked to provide information and/or documentation of equipment purchased by WUCI, or services provided relative to the building or installation of equipment. Actual equipment purchases are segregated by equipment vendors in the following section. Other questionable costs will be addressed later in the report.

## EQUIPMENT PURCHASES

### ALLIED BROADCAST EQUIPMENT

<u>Item</u>	<u>Inv. No./Date</u>	<u>Quantity</u>	<u>Cost</u>
1. Technics Direct Drive Turntable, TEC-SP15	60656/06/12/86	4@ \$459	\$ 1,836.00
2. Audio Technic Tone Arm, ADT-APT 12T	"	2@ \$130	\$ 260.00
3. Shipping			<u>30.00</u>
Total Purchases			\$ 2,126.00

### Payments

<u>Check No.</u>	<u>Date</u>	<u>Memo/Comments</u>	<u>Amount</u>
371	06-06-86	ADV 1 Broadcast Equipment	\$ 1,208.00
372	06-06-86	ADV 2 Broadcast Equipment	<u>918.00</u>
Total Payments			\$ 2,126.00

Though four turntables were purchased, only two were present at the radio station. [REDACTED] the Chief Engineer for WUCI stated that two of the turntables had been traded to WHRW, the local college radio station for a mixing console. In addition, WUCI was supposed to pay WHRW \$500, however the \$500 was never paid.

The tone arms were identified.

Payments for equipment purchases were made by checks drawn on the Binghamton Savings Bank account. Only \$1,039.20 of PTFP funds were applied to this purchase.

BOYNTON STUDIO

<u>Item</u>	<u>Inv. No./Date</u>	<u>Quantity</u>	<u>Cost</u>
1. Ramsa Mixing Console RAA WR-8118 18" X 4" x 2"	601841/05-28-86	01	\$ 2,049.00
2. Annis 1155 Han-D-Mag	602709/08-06-86	01	<u>39.32</u>
Total Purchases			\$ 2,088.32

Payments

<u>Check No.</u>	<u>Date</u>	<u>Memo/Comments</u>	<u>Amount</u>
355	05-06-86	Dep.- Ramsa 81-18	\$ 400.00
363	05-28-86		1,649.00
511	08-11-86		<u>39.32</u>
Total Payments			\$ 2,088.32

The Ramsa Mixing Console was stolen in June 1987. A police report was filed with the Binghamton Police Department. The console was never recovered and no arrests were made.

The Annis 1155 Han-D-Mag was not identified during the inspection.

The console was purchased with PTFP funds, paid by check drawn on the Binghamton Savings Bank account.

BROADCAST SUPPLY WEST

<u>Item</u>	<u>Inv. No./Date</u>	<u>Quantity</u>	<u>Cost</u>
1. Omni Directional Mic 635 A	61782/10-30-85	5@ \$76.70	\$ 383.50
2. Reach Mic Boom(Oyster) 41", LMI	"	01	29.61
3. Desk Mt for Boom(Oyster)	"	01	0.00
4. 12" Tone Arm	"	2@ \$118.40	236.80
5. Stereo Cartridge Machine 3200 RPS Ser. No. 36640	"	01	2,066.75
Ser. No. 36830	62738/11-13-85	01	2,066.75
6. Stereo Cart Machine Play Only 3200, PS	63704/12-06-85	01	1,171.25
7. FM Optimod 8100A	61782/10-30-85	01	4,095.38
8. Sentry 100A Monitor Speaker	"	01	202.45
Ser. No. 1700139109	"	01	202.45
Ser. No. 1700139110	"	01	202.45
9. Wall Mount Speaker Brackets	"	2@ \$38.15	76.30
Total Purchases			<u>\$10,531.24</u>

Payments

<u>Check No.</u>	<u>Date</u>	<u>Memo/Comments</u>	<u>Amount</u>
341	04-01-86	Broadcast equip. - PTFP	\$10,531.24

Most of the equipment was identified, and was in place at the station. Item Nos. 4 and 9 were not identified during the inspection.

Broadcast Supply was paid in full by a check drawn on the Binghamton Savings Account. PTFP funds were used.

NORTHEAST BROADCAST LABS

<u>Item</u>	<u>Inv. No./Date</u>	<u>Quantity</u>	<u>Cost</u>
1. Cablewave FLC-78-50J Transmission line	208/7-23-86	585 ft.	\$ 2,141.10
2. 7/8" EIA Connectors	"	2@ \$74	148.00
Sales Tax	"		160.23
Shipping	467/8-20-86		58.91
3. Celwave CP-1000-2 Fm Antenna for 91.5 MHZ Radomes	400/8-13-86 "	01 02	2,682.00
4. Special Mounting Hardware	"		75.00
5. Celwave 17 158 50 1-5/8" to 7/8" tape reducer	"		108.00
Sales tax	"		200.55
Shipping	868/9-23-86		75.12
6. Gentner VRC-1000 Remote Control System	490/8-21-86	01	2,655.00
7. Gorman-Redlich CEB EBS Encoder/Decoder	"	01	437.00
Sales Tax	"		216.44
Shipping	"		11.38
Total Purchases			\$ 8,968.73
Payments to Northeast Check no. 362 dated 5-27-86 for PTFP Antenna and connectors			1,269.78
Check no. 519 dated 8-23-86, down payment for Belar Monitoring package			350.00
Balance owed to Northeast			\$ 7,348.95

66/67C

Based on a letter from the American Bureau of Collections, dated May 17, 1988, WUCI presently owes Northeast \$7960.59, including interest. Based on a recent telephone conversation with [REDACTED] President of Northeast, WUCI has made no attempt to settle their outstanding debt.

All items listed above were either at the radio station or tower site. Direct identification could not be made for the Encoder/Decoder or the Gentner Remote Control System because the

NORTHEAST BROADCAST LABS

location of these items made it impossible to obtain the serial numbers. Also, serial numbers could not be obtained from Northeast. The Belar Monitoring Package which included a FMM-2 Modulation Monitor, FMS-2 Stereo Monitor, RFA-1 RF Amplifier, and an MJ-10 Yagi antenna was ordered but never delivered. A \$350 down payment was made but the balance was never sent. The order was cancelled when it became apparent there was a payment problem with WUCI.

QUALITY BROADCAST (Charles Hallinan)

<u>Item</u>	<u>Inv. No./Date</u>	<u>Quantity</u>	<u>Cost</u>
1. CSI. T-1-E, 1.5KW FM Transmitter	10-07-85	01	\$17,535.00
2. CSI, Spare Parts Kit including Tube	"	01	1,465.00
3. QRK, Alpha-II, Stereo Pre-Amplifier	10-09-85	2@ \$85	170.00
4. Marti STL-10 System, Two Receivers & Transmitters	10-07-85	01	5,796.00
5. Scala STL Antenna, PR-459U	07-16-86	2@ \$500	1,000.00
6. Jumper Cables for PR-459U & STL	"	4@ \$50	200.00
7. Cablewave, HCC-50J, 1/2" Air Flexwel, Air Dialectic Co-ax Cable, 1 reel 500', 1 coil 100'	07-24-86	600 feet @ \$1.92	1,152.00
8. Cablewave, #738200, Type "N" Male Connector	"	4@ \$55.38	213.52
9. BE, 830047, Idler Wheel Kit for QRK, 12-C Turntable	05-23-86	4@ \$22	88.00
10. BE, 407-0109, Black Felt Cover for Turntable	"	4@ \$4.75	19.00
11. BE, SL300IL, Power Switch for turntable	"	01	9.48

Total Purchases

\$27,648.00

Payments

<u>Check No.</u>	<u>Date</u>	<u>Memo/Comments</u>	<u>Amount</u>
001	05-27-85	Check drawn on First Jersey Nat. Bank	\$ 3,575.00
336	04-01-86	Preamp & STL Marti- PTFP grant	5,966.00
337	"	Bal. transmitter & parts PTFP	7,712.50
338	04-02-86	Bal. transmitter & parts PTFP	7,712.50
399	07-16-86	Scala, STL Antenna, etc.	1,200.00
504	08-05-86	Cablewave, Connector...	1,482.00
Total Payments			\$27,648.00

b6/b7c DUALITY BROADCASTING

Checks were made payable to Quality Broadcasting Equipment or [REDACTED], owner of Quality Broadcasting. Items 1 through 4, and 9 through 11 were paid for with PTFP funds. All purchases were paid in full.

Most of the equipment was identified and located at the radio station, except the Idler Wheel Kit, Felt Cover for the Turntable, antenna, cables and connectors. Some of these items were in areas not accessible for inspection, and assumed to be in place.

[REDACTED] stated the stereo pre-amplifiers had been purchased used, not new.

All other checks unless specified were drawn on the Binghamton Savings Bank account.

LIEN ON EQUIPMENT PURCHASED WITH PTFP FUNDS

In a letter dated July 7, 1987, WUCI recorded a Federal Government Priority Lien, on equipment purchased with PTFP funds. On August 24, 1987 the lien was reviewed by JOANN ANDERSON, the Program Officer, and was approved. However, after review by the Office of Investigations it was determined that the lien filed was invalid for the following reasons:

1. The Ramsa Mixing Console had been stolen and replaced with a used model (Collins 8 Mixing Console from WHRW), which was not listed in the lien. The theft of the Ramsa, which occurred in June 1987, was not reported to NTIA. The Ramsa was still listed in the lien though it had been stolen after Anderson's visit.
2. The Atari Reel to Reel Tape Recorder was never purchased, however it was also listed in the lien.
3. The Belar Monitoring Packaging which included the FM Stereo Monitor, FM Frequency and Modulation Monitor, and RF Amplifier were never purchased, however these items were listed in the lien.
4. In addition, all equipment obtained from Northeast Broadcast Labs was listed in the lien, though the equipment was never paid for.

ALLEGATIONS BY [REDACTED]

In a letter to NTIA, dated September 30, 1987, [REDACTED] Alleged that JOANN ANDERSON, Program Officer for NTIA was shown equipment not purchased with PTFP funds. [REDACTED] further alleged that this equipment was on loan from a local college radio station, WHRW. Inquiries were made regarding the various pieces of equipment named in [REDACTED] letter. The following information was obtained:

- b6/b7c
1. ANDERSON stated that the FM Monitor and the FM Frequency Monitor that [REDACTED] referred to in [REDACTED] letter, were the same pieces of equipment. ANDERSON did not recall seeing these items during her on site inspection of WUCI.
  2. ANDERSON also stated that the Digital Synthesizer Stereo Receiver was not federally funded.
  3. An EBS encoder/decoder was obtained from Northeast Broadcast Labs, however Northeast was never paid. The EBS encoder/decoder could not be properly identified because the serial number could not be obtained from Northeast.
  4. A Belar Monitoring Package which included an FMM-1 Frequency and Modulation Monitor, RF Amplifier and Stereo Monitor, was ordered but never delivered, stated [REDACTED] President, Northeast Broadcast Labs. When [REDACTED] discovered that WUCI was delinquent with payments [REDACTED] cancelled the order.
  5. [REDACTED] Chief Engineer for WUCI stated that the Collins 8 Console was purchased used from WHRW. Two turntables valued at \$479 a piece, plus \$500, was traded for the console. WUCI paid WHRW with a \$500 check which bounced. WHRW is still owed the \$500. In addition, a CCA FM Modulation Monitor and Stereo Monitor, and a McMartin RF Amplifier were on loan to WUCI from WHRW during ANDERSON's inspection.

DISPOSITION OF GRANT FUNDS

WUCI maintained a checking account at Binghamton Saving Bank (BSBC) in Binghamton, New York. The account number was 36-0738389. The account was maintained for November 19, 1984 to February 23, 1987. The two grant checks dated March 28, 1986 for \$35,100.55 and May 5, 1986 for \$20,037.45 were each deposited into this account. The two

checks totaling \$55,138 were deposited into a general checking account where they were intermingled with other funds. The other accounts maintained by WUCI are as follows:

1. Savings account number 32-407190-1, Binghamton Savings Bank (BSBS), from May 30, 1986 to August 26, 1986.
2. Checking account numbers 12-92994-5 Chase Lincoln First Bank, N.A., (CL) from February 2, 1987 to July 12, 1987.
3. Checking account number 000041661, First Jersey National (F.T) from May 5, 1985 to present.
4. Checking account number 24-7252436, Key Bank of Central New York (K.B), from July 10, 1987 to October 21, 1987.
5. Checking account number 303-86557-1, Marine Midland Bank, N.A. (MM1) from October 24, 1985 to May 15, 1987.
6. Checking account 357-74049-1, Marine Midland Bank, N.A. (MM2), from June 5, 1987 to September 25, 1987.
7. Savings account number 303-65196-2, Marine Midland Bank, N.A. (MM3), from May 30, 1986 to July 30, 1987.
8. Certificate of deposit, account number 3030-42189680-9, Marine Midland Bank, N.A. (MM4), dated June 3, 1986 to December 3, 1986.

Prior to the beginning of the grant period, August 1, 1985, the only major equipment purchases were for Wagner modulators, 1602 and 1692, 91.7 Mhz, from Allied Broadcast Equipment, per check dated December 31, 1984, check number 124 in the amount of \$877.50 drawing on the BSB account. Based on the model numbers given, Receivables Allied Broadcast Equipment, verified that the purchase was for modulators. A deposit of \$3,575 was made on equipment being purchased from Quality Broadcast Equipment from the FJ Hoyt Foundation Account, per check number 1, dated May 27, 1985.

Based on an analysis of the various bank accounts, it was determined that prior to the receipt of the PTFP grant, WUCI received funding from the Hoyt Foundation, Gannett Foundation, and the New York State Council of the Arts (through the Broome County Arts Council) totaling \$34,630.

These funds were used to pay administrative and operating expenses. \$23,630 of these funds were grants from the Hoyt Foundation for equipment purchases. \$6,000 of the funds were from the Broome County Arts Council for the Summer Jazz Concert Series. The

remaining \$5,000 from the Gannett Foundation was for the purchase and installation of the antenna to be used in broadcasting. Only \$3,575 of Hoyt Foundation monies were used towards equipment purchases.

Major expenditures for equipment purchases began upon receipt and deposit of the first PTFP grant check on March 31, 1986. By June 6, 1986 all PTFP grant funds had been expended.

The PTFP grant money was expended as follows:

- b6/b7c
- a. \$36,070.77 was used to purchase equipment.
  - b. \$8,047.37 was used to pay administrative and operating expenses.
  - c. \$6,094 was used to pay for concert fees and related expenses of [REDACTED] a jazz performer who gave an April 26, 1986 concert at the Robertson Center for the Arts Arts and Sciences. Per the BSB check ledger there was a check dated 4/22/86 for \$2,000 to TARIQ for a concert deposit, and a \$2,010 cash withdrawal by TARIQ on 4/22/86 for a wire transfer, and a final cash withdrawal on 4/26/86 for \$2,000. The notation in the check ledger indicate that these payments were for concert fees. In a telephone conversation, [REDACTED] a business representative for [REDACTED] stated [REDACTED] had advised [REDACTED] of the payments and that [REDACTED] believed they were for concert fees paid to [REDACTED], however, [REDACTED] would not verify this in writing until [REDACTED] checked [REDACTED] records. [REDACTED] also stated that they were in the process of moving from California to New York, so that could take several weeks.
  - d. \$3,118.33 was used to repay a loan to the Islamic Organization of the Southern Tier in Binghamton. On October 21, 1988, [REDACTED] also known as [REDACTED] was interviewed at the Islamic Organization of the Southern Tier, located at 37 Carrol Street, in Binghamton, New York. [REDACTED] provided the following information:
    - 1. In October 1985, Tariq requested a loan for WUCI in the amount of \$5,500.
    - 2. The Islamic Organization agreed to lend Tariq the money. When Tariq received the money he signed a collateral agreement pledging WUCI equipment as collateral.
    - 3. Tariq paid back the loan in full, sometime in 1986. At that time the collateral agreement was returned to him.

e. \$1,700 was used to pay a bad check made payable to another performer, [REDACTED], per check number 335, dated March 22, 1986

f. \$107.53 was also used as partial payment on a \$500 bad check made payable to the Bridge Agency for the [REDACTED] concert, per check number 331, dated March 13, 1986.

#### A FINANCIAL PICTURE

WUCI is currently located at 56 Whitney Avenue, in Binghamton, New York. Per a recent telephone conversation with [REDACTED] current board president, [REDACTED] provided the following information:

b6/b7c The station is currently broadcasting from 56 Whitney Avenue in Binghamton, New York. The station does not have its own phone lines and is currently using the phone number (607) 723-6493, at the Martin Luther King Center in Binghamton, New York.

To date, [REDACTED] has provided proof of current insurance on equipment, and a copy of the new lease for the tower site, with Motorola, Inc. The station was evicted from its previous tower site.

In June 1988, WUCI records were subpoenaed. The attached list of liabilities (Exhibit A) was submitted. WUCI's total debt was \$49177.80, as stated in the financial statement.

We only contacted equipment vendors or those vendors who provided services essential to the operation of the station. The landlord, [REDACTED] of Adams, Sarnicola Engineers, also located at 164 Court Street in Binghamton, New York, stated that WUCI still owes \$6,000 in back rent, and had moved out as of March 1, 1989. Northeast Broadcast Labs is still owed \$7,960.59 for equipment purchases per the approved grant list. As of February 9, 1989, [REDACTED] President of Northeast Broadcast Labs stated WUCI has made no attempt to settle their outstanding debts.

Stainless Leasing Company of New York, Inc. is owed \$19,000. It previously leased the tower site for the broadcasting antenna to WUCI. Per a recent telephone conversation with [REDACTED] of Stainless, WUCI is no longer leasing from Stainless and had not made any payment to Stainless since its initial deposit in 1986.

[REDACTED] of Perkins Telephone Service provided the following information:

1. On July 10, 1986, WUCI purchased an ITT EKS 401 Electronic Key Office Telephone System, from [REDACTED] company.
2. This system is an office telephone system which cost \$1,675.
3. [REDACTED] also stated [REDACTED] made a \$2,000 loan to WUCI in 1987. [REDACTED] was repaid \$1,000, and is still owed \$1,000.

A copy of a loan agreement between TARIQ and [REDACTED] was found in the WUCI files.

[REDACTED], Vice President Francisco Towers, Inc., located in East Syracuse, New York provided the following information:

- 26/b7c
1. Francisco Towers, Inc., was contacted by [REDACTED] with a proposal to install antennas and to furnish and install an ice shield for WUCI. The proposal was dated August 19, 1986.
  2. On August 20, 1986 the job was completed and Francisco was paid \$2,500, with the remaining \$2,500 balance to paid in 30 days.
  3. In November 1986, Francisco received a check from WUCI for \$2,537.50 including interest which was returned for insufficient funds.
  4. Consequently a lien had to be placed on WUCI's checking account which enabled Francisco to collect \$1,858.31, leaving a balance due of \$803.49.

#### OTHER COSTS

[REDACTED], wife of [REDACTED] a private contractor, in Binghamton, New York provided documents which revealed the following:

1. [REDACTED] husband, [REDACTED] built the Transmitter Building for WUCI, at Ingram Hill, in Binghamton, New York.
2. Per the proposal dated June 30, 1986 the total cost of the job was \$2,500, with all materials and labor being provided by [REDACTED]
3. The \$2,500 did not include electrical installation. This was additional.

4. \$1,250 was to be paid at the start of the job and the balance was to be paid upon completion of the job.

5. The payments to the [REDACTED] are as follows:

- a. Check number 391, dated July 2, 1986 in the amount of \$1,250 for "Utility Building."
- b. Check number 400, dated July 17, 1986 in the amount of \$1,250 for "Balance of Payment".
- c. Check dated July 23, 1986 in the amount of \$900 for "Electrical Fee (Install)."

[REDACTED], General Contractor for Concrete-Black Top Seal paint, from Binghamton, New York provided the following information:

- b6/b7c
1. On or about October 29, 1986 [REDACTED] completed a Black Top Job at the residence of TARIQ, [REDACTED]
  2. Check number 568, dated October 29, 1986 in the amount of \$968.77 was issued to [REDACTED] as payment for work done.
  3. [REDACTED] has not performed any other services for TARIQ at any other services business.

WUCI also claimed installation costs paid to [REDACTED], totaling \$3,010.75. However, the offices could not produce any proof of payment to [REDACTED] for any services.

Bank records were analyzed in an attempt to establish a case for criminal prosecution under Title 18, U.S.C., Section 666. However theft could not be determined. Also the theft did not meet the statutory minimums for prosecution under 666.

In January 9, 1989, Paula Conan, Assistant United States Attorney (AUSA) for the Northern District of New York, declined prosecution of TARIQ under Title 18, U.S.C., Section 666.

Supporting documentation for this Abstract of Investigation is on file at the New York Regional Office of Investigations. Point of contact is Special Agent [REDACTED]

**ATTACHMENT 6**

**Declaration of Scott Anglehart  
(Records from Sheriff of Broome County)**

**DECLARATION**

I, **SCOTT B. ANGLEHART, ESQ.**, hereby declare as follows:

1. I am an attorney practicing with the law firm of Twining, Nemia, Hill & Steflik in Binghamton, New York and am admitted to practice in the State of New York.

2. In response to my request therefore, I received the attached documents by messenger from Richard Blythe, Records Access Officer of Broome County. These records document the seizure and sale of radio transmission and other equipment from Uhuru Communications, Inc. and formerly used in the operation of radio station WUCI(FM), Binghamton, New York. The records detail the items of equipment seized from Uhuru Communications by the Broome County Sheriff in order to satisfy judgments entered against Uhuru, the items sold by the Sheriff's office and the time and place of each sale.

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: Binghamton, New York  
April 29, 1991

  
SCOTT B. ANGLEHART



Broome County  
**Memorandum**

To: Richard Blythe, Records Access Officer  
From: Ronald J. Bill, Chief Civil Deputy *RB*  
Date: April 25, 1991  
Subject: UHURU COMMUNICATIONS, INC.

As requested by Atty. Scott Anglehart, I am enclosing documents concerning the Sheriff's procedure and sale of equipment from UHURU Communications, Inc./WUCI-FM Radio.

I have also enclosed copies of papers showing what was seized, how much the items were sold for, and when and where the sale took place.

If I can provide you with any other information, please do not hesitate to contact me.

RJB/jp

attachments

## **VI LEVY ON PERSONAL PROPERTY**

- A. Defined:** A levy is the taking of property followed up by a service of the execution, or vice-versa.
1. Levy by service affects two classes of personal property: property not capable of delivery and debts.
  2. If the property is capable of delivery, it must be levied upon seizure, rather than service (CPLR 5232(b)).
- B. General Rules Regarding Service of Execution**
1. Must be served in the same manner as a summons, except that service cannot be made on an agent designated pursuant to CPLR 318, i.e., CPLR 308(3) service. **Example:** Property of judgment debtor held by a foreign corporation or a debt owed to the debtor by a foreign corporation, cannot be levied upon by serving the Secretary of State pursuant to Bus. Corp. Law 304.
  2. If the garnishee is New York State, the levy is made in the same manner as an income execution (CPLR 5230).
- C. Levy By Service (Also Called "Constructive Levy")**
1. Prerequisites:
    - a. the person served must owe a debt to the judgment debtor, or be in possession or custody of property not capable of delivery in which the judgment debtor has an interest at the time of service. If no such property or debt exists at that time, the levy is ineffective, even if the person served later acquires such property or incurs a debt subject to enforcement.
    - b. the person served also must know, or have reason to believe, that he is indebted to the judgment debtor, or in possession of property in which the debtor has an interest. **Example:** a bank account held under a fictitious name would not be subject to execution served on bank.
  2. Levy must be served on garnishee, i.e., a person who owes a debt to the judgment debtor, or a person other than the judgment debtor who has property in his possession or custody in which the debtor has an interest (CPLR 105(i)). **Examples:**
    - a. right or share in stock—corporation or president or treasurer of association.
    - b. decedent's estate—executor, trustee, administrator or other fiduciary.
    - c. partnership—any partner other than the judgment debtor.

## NOTES

3. Effect of levy by service on garnishee: the garnishee must turn over any property or debt of the judgment debtor to the Sheriff. Any debt which becomes due within 90 days of your service is subject to the levy; and any property which comes into the garnishee's possession or custody within this 90 day period must also be turned over to the Sheriff. The garnishee is forbidden to turn over any of the debtor's property to anyone other than the Sheriff, unless a court order directs otherwise (CPLR 5232(a)).
4. Life of Levy: The levy is void after 90 days from the date of service unless:
  - a. the creditor has commenced a special proceeding pursuant to CPLR 5225(b) or 5227.
  - b. you have received a court order extending the levy.
  - c. the garnishee has turned the property over to you prior to the 90 day period (CPLR 5232(a)).
5. Recap of rules for levy on intangibles:
  - a. levy by service can only be made on a garnishee—never a judgment debtor.
  - b. can only levy on a debt or other intangible property.
  - c. levy must be completed by an actual taking into your custody of the property unless the life of the levy is extended by other means.
- D. Levy by Seizure
  1. Property effected: any interest of the judgment debtor's that is capable of delivery (tangible). This type of property includes all forms of tangible property, negotiable instruments, documents of title, stock certificates, money, etc.
  2. Manner of seizure:
    - a. generally: the Sheriff must levy on property capable of delivery by taking it into his custody. He need not take the property into his physical possession or property, nor remove it to his own office, although he may do so. Basically, the Sheriff must assert his "dominion and control over the property".
    - b. actual seizure may be accomplished by removing the property from the premises, or placing a custodian in charge of the property.
    - c. as an alternative, the Sheriff may make an oral declaration that the property in question is held under a levy, although this is not generally recommended. Examples:
      - 1) A sheriff served the execution, made an inventory of livestock on the premises, and announced that the animals were held under his levy. This has been held to be a valid levy.
      - 2) A Sheriff, without gaining entrance to locked premises, saw a large number of cartons through a window. He dropped a notice of levy through the letter chute. This was held insufficient, and the levy ineffective.
    - d. an inventory should be made and a memo of the levy entered in your office records (Failure to make such an inventory will not invalidate a levy; see inventory form).
    - e. leaving the goods with the debtor or a third party until the sale does not void a levy; but they should only be done at the written direction of the creditor or his attorney to avoid risk (see form).
    - f. a levy on property of the judgment debtor in the hands of a pledgee or lessee cannot deprive him of his possession (CPLR 5232(b)).
  3. The Sheriff must also serve a copy of the execution, in the same manner as levy by service, upon the person from whose possession or custody the property was taken.

## VII PERSONAL PROPERTY WHICH MAY BE LEVIED UPON (CPLR 5201)

- A. Debts which are due, past due, or yet to become due, certainly of upon demand of the judgment debtor, can be levied upon unless exempt.
- B. Personal Property which could be assigned or transferred whether it consists of a present or future right, unless exempt.
- C. Where Property is Evidenced by a Negotiable Instrument for the payment of money, (e.g., checks) negotiable documents of title, or a certificate of stock, it is treated as property capable of delivery, and therefore levy must be made by seizure of the same from the person holding such an instrument (CPLR 5201(c)(4)). However, stock transferrable pursuant to UCC 8-320 (i.e., large denomination stock certificate representing shares beneficially owned by many individual customers of many stock brokers and placed by a clearing house in the custody of a bank) is levied upon by service on the garnishee (i.e., the clearing house, not the custodian bank) CPLR 5201(c)(4).
- D. Non-negotiable Instrument (viz: pawn ticket). Here you must levy with the person who owes the debt or who holds the property represented by the instrument. This is not necessarily the holder of the instrument. You can make a levy by service only.

#### **E. Private Dwelling**

1. Household goods—see exemption in CPLR 5205.
2. Power to enter under execution. Keep in mind that an execution is issued by an attorney or clerk; not a judge. Therefore, you do not have the authority of a search warrant.
3. What to levy on: a good general rule is to levy on property in a private dwelling only if it is voluntarily turned over to you. This eliminates all the questions relating to trespass and use of force.

#### **F. Commercial Establishments**

1. Entry—you may enter a commercial property voluntarily or otherwise to seize property. However, it is strongly recommended that before you break into a premises you consider the following:
  - a. what evidence do you have that the property you are looking for is there. If you break in and find no property, you may be subject to liability for damages.
  - b. do you have sufficient advance or expenses from creditor to cover anticipated cost of locksmith and/or repairs to premises (CPLR 8013).
  - c. has the creditor or his attorney directed you to levy on specific property in writing. If he has, you are relieved from damages sustained by reason of the levy. No decision to break into premises should be made without first consulting with your counsel or attorney. (See form for Notice of Levy).
2. Closing a commercial establishment.
  - a. Lockout. You have no right to "lock-out" debtor from his place of business **unless he consents**.
  - b. Lockout custodians and/or removal. Often, because of expenses, it is beneficial to all parties to consent to a lock-out. The creditor benefits because there is less cash outlay for advance expenses and the debtor benefits because reduced expenses means more proceeds applied toward satisfaction of judgment (see form to be executed by creditor or his attorney).
  - c. Risks. If a lock-out is agreed to, there remains a risk that some of the levied items might disappear. Again, shift the burden for this to the creditor by having him or his attorney sign the form mentioned above.

#### **G. Personal Property in Hands of Third Party and Joint Interests in Personal Property.**

1. Generally, property in the hands of third parties can be levied upon.
2. Pledged and leased property. Property in the hands of a pledgee or lessee is subject to a "levy by service". You can not take pledged or leased property from the possessor (CPLR 5232(b); Viz: a pawned item in the hands of a broker).
3. Assigned property. If debtor assigned property for the benefit of creditor prior to delivery of execution to your office, it is exempt. All other such assignments are leviable by you. Thus, the date of assignment is the important factor.
4. Security interest (UCC).
  - a. property must be within debtor's possession or control to make effectual levy (not a third party).
  - b. there is no difference whether debtor is in default or not.
  - c. you can only levy the debtor's interest in the secured property. Any interest of the secured party is exempt from levy.
  - d. any time you levy on secured property, you should notify the secured party (mortgagee, vendor, etc.).
5. Safe Deposit Boxes
  - a. serve the bank or safe deposit box company with a notice of levy describing the property.
  - b. seal the box from further opening with legal seal or self-destructing tape, etc.
  - c. creditor must now apply for an order to break open the box and permit you to seize the contents.
  - d. creditor must pay cost involved.
6. Safes and Lockers, etc.
  - a. you should first attempt to locate the owner and have him voluntarily open the container.
  - b. if you cannot locate the owner of the container or if he refuses to cooperate, you can follow the procedure outlined for considering a forced entry into a commercial establishment, above.

## 7. Fraudulent Transfer of Property (Debtor &amp; Creditor Law, 278).

- a. if the debtor has fraudulently transferred personal property, such as a car, to a third party, you can levy on the property with the third party.
  - b. you should only do this where you have positive evidence that such a fraudulent transfer took place.
  - c. levies of this nature should not be executed without first discussing them with your county attorney or Sheriff's counsel.
  - d. example: an execution has been delivered to you by creditor's attorney with direction to seize debtor's car. Prior to your levy, debtor transferred title of the car to his mother who is not a co-defendant in the execution. Depending upon the exact time the transfer occurred, you might be able to seize the car from debtor's mother, but this should only be done after careful review with your counsel on the dates and evidence of ownership.
8. Property on Person. You may not seize property from the person of a judgment debtor or a garnishee or any other person, even if it was put there to prevent you from levy. Thus, you may not remove an item or jewelry from the body of a person but this does not preclude him from voluntarily delivering the item to you.

**H. Identity of Ownership**

If you have an execution against the property of a natural person, but evidence that the property is actually owned by a corporation, etc. or vice-versa, no "levy by seizure" should be made. However, if levy by service is permissible (depending on the type of property involved), this may be employed, especially because damages are not likely to occur with this type of levy. The usual example of this type of situation occurs when you have an execution against "John Doe", but when you proceed to the address supplied by the creditor for levy, you find a sign on the building that says, "John Doe Incorporated".

**I. Property Owned by Partnership**

1. Debts of Partner. Not subject to levy under execution.
2. Debtor's interest in partnership is subject to levy under execution.

Note: Any partner other than the judgment debtor is a proper garnishee (CPLR 5201(c)(3); see also Partnership Law, 54) as to the partnership property.

**VIII MAKING AND RECORDING THE LEVY****A. What Kind of Property Involved**

1. Intangible—levy by service.
2. Tangible—seizure.

**B. Discussion with Creditor or Attorney**

1. Do you have a sufficient description of the property to identify it (include in Notice of Levy).
2. Will storage be necessary. Get advance on anticipated expenses.
3. Will locksmith be necessary. Get advance on anticipated expenses.
4. Will custodians be necessary to guard property. Get advance on expense.
5. Hold harmless agreement. If creditor wants levied property left with debtor or does not wish to pay the expense of storage and/or custodian, have him execute a hold harmless agreement prior to levy. He may change his mind after the levy.
6. Service of execution. Do you have sufficient information to locate and serve a proper person in order to complete your levy. Remember that a levy is not complete unless both a service and a seizure occur.
7. Value of levied property. Can the creditor or other person provide you with an estimate of the value of the property to be levied so that you do not take more property than necessary to satisfy the execution.
8. Fairness. If creditor or his attorney insist that you take an action you think is unfair or illegal, you should consult with your county attorney or counsel prior to taking action. You should avoid situations that are clearly vindictive wherever possible.

**C. Unique Personal Property**

1. Alcoholic Beverages
  - a. you can only sell sealed bottles.
  - b. you must obtain a temporary permit from the State Liquor Authority.
  - c. there is a fee for the permit and you should include this fee in your advance on expenses.
  - d. a liquor license itself cannot be levied upon nor sold pursuant to a property execution.

**2. Firearms**

- a. you must comply with Federal ATF rules and regulations.
  - 1) you can not sell a weapon or firearm that by definition is illegal to possess (e.g., a machine gun).
  - 2) you must prepare an over the counter sales certificate for each firearm sold (you obtain these from ATF).
  - 3) all such certificates must be filed by you with ATF after sale.
- b. you must comply with N.Y.S. Penal Law.
  - 1) you can only sell to a person licensed or otherwise permitted by law to possess (see Penal Law 265.05 and 265.20)
  - 2) any other disposition must be made in accordance with Penal Law 400.05 or other appropriate section of Penal Law.

**3. Contraband. Narcotics, etc. cannot be sold at public auction. Contact the appropriate Federal or State agency for advice on disposition and handling. A court order will be required before a private sale can be conducted for the benefit of licensed or authorized users of such levied contraband.****4. Perishable Property**

- a. act immediately.
- b. court order required for immediate sale or disposition (CPLR 5233(c)).
- c. if you know in advance that you will be dealing with perishable property, it would be wise to discuss this with creditor's attorney prior to levy so that he can take the necessary steps to obtain an order for "quick sale" and thus avoid a risky delay.

**D. Advertising Prior to Sale**

- 1. Prepare a Notice of Sale (see form). The notice should not only state the time and place of sale (CPLR 5233(b)), but also that it is an execution sale and the property to be sold.
- 2. Attach your inventory to the notice.
- 3. Post in three public places in the town or city in which the sale is to be held, at least six days prior to the date fixed for sale (New York City exception, see 523(b)).
- 4. You would be well advised to notify anyone else who may have an interest in the sale by mailing or delivering to them a copy of the notice of sale. You are not required to do this but you will probably increase the number of bidders who attend your sale and possibly get a better price.
- 5. Terms of Sale. If there are any special bidding requirements such as evidence the bidder is authorized to possess the property sold, the terms should be included in the notice.

**E. Lotting**

- 1. Should only be considered in very large levies such as warehouses.
- 2. Lotting can become expensive in terms of time required, so don't forget to anticipate salary expenses in your advance on expenses.

**F. Delay**

Avoid unnecessary delay in scheduling a sale as this will only serve to increase risks and increase storage and related costs.

**IX CONDUCTING SALE OF PERSONAL PROPERTY****A. Location of Property & Security**

- 1. Property to be sold must be within view of and under control of the deputy conducting the sale, and particularly within the view of those attending the sale (CPLR 5233(a)). If it is physically impossible to have the property within view, it will be sufficient if the Sheriff provides prospective bidders an opportunity to inspect the property at its situs. In such a case, the Sheriff should receive a court order under CPLR 5240 authorizing this method of sale to avoid liability. This type of sale may also be useful if the property is in the hands of a pledgee or lessee, or if the property (e.g., stocks, intangibles) need not be examined by the purchasers.
- 2. You should have as many deputies as necessary on hand to prevent pilferage. No less than two deputies should be present at a sale.

**B. Non-Saleable Personal Property**

- 1. Intangibles. The property must be within view and under your control.
- 2. U.S. Currency. This means you can not sell coin collections at auction. Only the face value may be applied to the satisfaction of the judgment.
- 3. The Sheriff may apply for court instructions regarding any property which he believes can not be sold legally. Notice must be given to the property owner of the application. The court may then determine whether the property should be sold, and can order the appropriate disposition of the property.